

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND COX COMM., INC**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT, is hereby entered into this _____ day of _____, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and COX COMMUNICATIONS LAS VEGAS, INC., (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property that is located in the Las Vegas Enterprise Park (hereinafter the "Enterprise Park"); and

WHEREAS, the Enterprise Park is comprised of approximately seventy-five (75) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south; and

WHEREAS, one of the primary goals of the Enterprise Park is to act as an employment center and to provide needed public services to the central core neighborhoods in Las Vegas; and

WHEREAS, Developer has expressed interest in the Enterprise Park for a regional headquarters for its entire Southern Nevada operations; and

WHEREAS, Developer occupying its facility in the Enterprise Park will contribute to City in its efforts to revitalize the central core of Las Vegas by bringing at least nine hundred (900) jobs to Enterprise Park; and

WHEREAS, the City desires to sell to the Developer, and the Developer desires to buy from the City, a portion of City-owned property in Enterprise Park, that portion being more particularly described in Exhibit A and hereafter referred to as the "Site"; and

WHEREAS, the Enterprise Park is subject to that certain document entitled "Covenants, Conditions and Restrictions" (hereinafter the "CC&Rs"), which is recorded in the

records of the Clark County Recorder at Book No. 991110, Instrument No. 01268; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the conveyance of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the sale to the Developer of the Site as hereinafter described. As used hereinafter, the "Developer" refers to the Developer, and any successors or assigns permitted pursuant to Section 22 herein.

2. THE SITE

The Site consists of three parcels comprising approximately 7.69 acres, as depicted generally in Exhibit A, and as described more particularly in Exhibit B. Exhibits A and B are attached hereto and incorporated herein by this reference. The Site consists of unimproved land to which the utilities and infrastructure and all off-site improvements (excluding sidewalks and driveways) are available. It is at the sole responsibility and expense of the Developer to obtain and connect the necessary services from the local utility companies.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the City agrees to convey to the Developer, and the Developer agrees to the conveyance and transfer of the Site as described above, subject to the terms and conditions of this Agreement.

4. ACQUISITION OF SITE

The Purchase Price for the Site is One Dollar (\$1.00) (hereinafter "Purchase Price"). The Purchase Price for the Site is due and payable at or before the close of escrow as set forth herein.

**5. COMPLIANCE WITH THE PROVISIONS OF NRS 268.059-NRS 268.063;
ECONOMIC DEVELOPMENT EXEMPTION QUALIFIED**

The parties acknowledge and agree that the direct sale of the Site to the Developer as contemplated by this Agreement is in compliance with the provisions of NRS 268.059-268.063. Simultaneous with the approval of this Agreement, the City Council approved Resolution R-_____, finding that this transaction qualifies under the Economic Development Exemption to NRS 268.059 and that this transaction is in the best interests of the public.

6. SITE DEVELOPMENT

The Developer agrees:

- A. Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City of Las Vegas.
- B. To utilize the Site for the purpose of constructing the necessary additional parking required by the Las Vegas Municipal Code for the structure to house the Developer's regional headquarters which is to be located in the former Veterans Affairs Clinic adjacent to the Site (the "Headquarters Property"). The Developer agrees to develop the entire Site within the time schedule set forth in Section 6(C) below.
- C. Within twelve (12) months after the acquisition of the Site, the Developer will begin construction and will complete such construction within twenty-four (24) months after commencement thereof, or within such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, acts of God or other events reasonably beyond the Developer's control similar in nature to the preceding events or actions.

The construction of the parking areas upon the Site will be considered completed for purposes of this Agreement at the time that the Certificate of Completion is issued.

D. The Developer will be responsible for the installation, at its expense, of all sidewalks, driveways and on-site utilities, sewer lines, and any other necessary or required off-site and on-site improvements (as generally and customarily defined)

E. Upon completion of construction of the parking lots, the Developer will use the parking areas for its employees, customers and for company vehicles to support the operation of its Headquarters Property.

F. Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 6 shall entitle the City, in its sole discretion, to exercise its rights under Section 24. This Section 6 shall survive the close of escrow.

7. GENERAL REPRESENTATIONS

The City and the Developer each represent and warrant that:

A. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;

B. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Developer as provided in this Agreement;

C. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement, however any such documents are subject to the City's interests in the Site preserved under this Agreement, and the City's interests take priority over any such documents.

8. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the City agrees to convey to the Developer the Site in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Site to the Developer shall be borne by the Developer.

9. ESCROW

The Developer agrees to open an escrow with a mutually agreed upon local title company or some other title insurance company satisfactory to the City and the Developer (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within fourteen (14) days after the effective date of this Agreement first above written. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 9 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The City shall timely and properly execute, acknowledge and deliver to the Escrow Agent a deed conveying to the Developer title to the Site in accordance with this Agreement. The Parties shall also execute and deliver to the Escrow Agent the Notice of Lien as required by Section 25 herein.

Upon delivery of the deed to the Escrow Agent by the City pursuant to this

Agreement, the delivery of the executed Notice of Lien, and upon tender by the Developer of the Purchase Price, the Escrow Agent shall record such deed and notice when title can be vested in the Developer and title insurance as required by Section 15 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law on behalf the appropriate responsible party, all at the expense of Developer.

The Escrow Agent is authorized and instructed to:

A. Expeditiously obtain a preliminary title report ("PTR") for the Site and deliver a copy to each party. Thereafter, the Developer shall have twenty (20) working days (or, if later, until close of business on the last day of the Inspection Period) in which to accept, reject or request modification of the PTR. The Developer's failure to object to the PTR within twenty (20) working days after delivery (or, if later, until close of business on the last day of the Inspection Period) shall be deemed to represent the Developer's approval of the PTR.

B. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 9 and related solely to the acquisition and transfer to the Developer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges and costs necessary to clear title and close the escrow;

C. Disburse funds and deliver the deed, Notice of Lien and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Developer;

D. Obtain and charge the Developer the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 12 of this Agreement.

The additional cost of an ALTA survey policy if desired by the Developer shall be borne entirely by the Developer.

E. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return by either party shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or

places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 9 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both the City Manager and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between the City and the Developer.

Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made from one asserting such a claim.

10. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

A. Provided that the Developer is not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any

mutually agreed upon extensions of time, conveyance to the Developer of title to the Site shall be completed on or prior to December 1, 2006. The City and the Developer agree to attempt to perform all acts necessary to convey title in sufficient time for a conveyance in accordance with the foregoing provision.

B. Notwithstanding any other provision of this Agreement, the Developer shall have no obligation to proceed with the acquisition of the Site if, by the date set forth above:

1) The Developer's development plans for the Site have not been approved pursuant to Las Vegas Municipal Code and the CC&Rs; or

2) The Developer has not approved the preliminary title report in accordance with Section 9 of this Agreement.

C. Vacant possession of the Site shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 20 of this Agreement. The Developer shall accept title and possession on or before the dates described in this Section 10.

11. FORM OF DEED

The City shall convey to the Developer fee simple title to the Site in the condition provided in Section 12 of this Agreement by a grant, bargain and sale deed in a form that is consistent with Exhibit C to this Agreement.

12. CONDITION OF TITLE

The City shall convey title to the Site free and clear of all recorded liens (except the lien provided pursuant to this Agreement), encumbrances, assessments, taxes, and other defects except for those set forth in the PTR which are acceptable to the Developer, all pursuant to Section 9 herein.

13. CONDITIONS PRECEDENT TO CLOSING

In order for escrow to close with respect to the Site, the City shall deposit an appropriate deed for the Site with the Escrow Agent. As the purchase of this Site from the City is predicated upon the need for parking spaces required by the Las Vegas Municipal Code for use of the Headquarters Property by the Developer as its new regional headquarters, escrow shall close, and transfer of the deed for Site shall only occur, upon the condition precedent that the Developer has completed the purchase of the Headquarters Property and deposited with the Escrow Agent the Purchase Price and copies of the properly executed and recorded deed for the Headquarters Property.

14. CLOSE OF ESCROW

Upon the fulfillment of the conditions precedent pursuant to this Agreement and the escrow instructions, the Escrow Agent shall file the deed and Notice of Lien for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 15 of the Agreement. The recordation of the deed and Notice of Lien shall constitute the close of escrow.

15. TITLE INSURANCE

Concurrently with recordation of any deed, the Title Company shall provide and deliver to the Developer at Developer's expense a title insurance policy issued by the Title Company insuring that the title to the property is vested in the Developer in the condition required by Section 12 of this Agreement. The Title Company shall provide the City with a copy of the title insurance policy and the title insurance policy shall be in the amount of the acquisition cost of the property, or such other amount as requested by the Developer.

16. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site. Should it elect to do so, the Developer shall also be responsible for seeking, petitioning for a waiver from the Clark County Assessor's Office of any real estate taxes or assessments assessed and levied. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

17. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Developer.

18. ZONING OF THE SITE

The City represents that the parcels are currently zoned Commercial Planned Business Park and it is the sole responsibility of the Developer to file all proper applications and to receive the necessary approvals before beginning construction.

19. "AS IS" SALE

Prior to the close of escrow, the Developer and its representatives will have been afforded the opportunity to make such inspections of the Site and matters related thereto as the Developer and its representatives may desire. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the deed to be delivered by the City to the Developer as set forth in Section 11,) occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances,

regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

20. INSPECTION BY THE DEVELOPER

Commencing with the first date set forth above and extending for a period of sixty (60) days thereafter, (the "Inspection Period"), the Developer and its representative shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, surface and subsurface soil and engineering tests and environmental assessments as the Developer may reasonably require, but such surveys, tests and assessments shall not damage the Site. The Developer shall indemnify, defend and hold the City harmless for any personal injury, death or property damage, including costs and attorney's fees, arising out of any activity by the Developer or its agents, employees or contractors pursuant to this Section. Such indemnification shall survive any termination or expiration of this Agreement. The Developer shall have access to all data and information on the Site available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the Developer prior to conveyance

of title thereto shall be done only after written consent of the City Manager and at the sole expense of the Developer. The Developer shall save and protect the City against any claims resulting from each and every entry upon and inspection of the Site and execute such documents as are customarily required for entry onto the Site. The City Manager is authorized to execute such documents for the Developer's entry onto public property without further action by the City. Copies of data, surveys and tests obtained or made by the Developer on the Site shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

Notwithstanding any other provision of this Agreement, the Developer shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Site reveals soil or other conditions that, in the Developer's reasonable judgment, make development impossible or impractical.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of any and all development fees as required by the City.

22. ASSIGNMENT; MORTGAGES

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 5, and is not for purposes other than for use as a parking lot for use by employees, clients or company vehicles of the Headquarters Property or for the expansion of the Headquarters Property. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the

Site or any portion thereof for a period of five (5) years from the close of escrow, without the written consent of the City, which consent shall not be unreasonably withheld should an assignment be for the purpose of the sale of Cox Communications to another similar company of equal or greater financial strength, so long as a regional headquarters is maintained on the site. The above notwithstanding, Developer shall be permitted to encumber its interest in the Site, to secure its construction financing, permanent financing, or refinancing thereof, but all subject to the City's interests in the Site pursuant to this Agreement.

23. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

24. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations to purchase the Site pursuant to this Agreement, the City shall be entitled to terminate this Agreement.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

A. Written notice of default is provided to the party in default; and

B. Within thirty (30) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

25. CITY'S LIEN ON THE SITE

In the event the Developer violates any provision of this Agreement within five years from the close of escrow, the Developer shall pay to the City the highest appraised value of the Site from the City's current appraisals, which appraised value is agreed to be \$4,020,000. This obligation constitutes a lien on the Site in favor of the City and shall have the same priority as a lien for real property taxes, which obligation and lien shall automatically expire five years

following close of escrow if Developer has not violated any provision of this Agreement, otherwise remaining in full force and effect until satisfied. The City may enforce the lien pursuant to NRS 40.430. The Escrow Agent shall record a Notice of Lien in substantially the form set forth in Exhibit D, attached hereto, simultaneously with the recordation of the deed conveying the Site to Developer.

26. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants, obligations, and liens that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

27. PAYMENT OF PREVAILING WAGES REQUIRED

Pursuant to NRS 279.500(2), if the City of Las Vegas Redevelopment Agency or a legislative body who has elected to exercise the powers granted to a Redevelopment Agency provides property for development at less than the fair market value of the property, such development shall be subject to the provisions of NRS 338.010-338.090, inclusive.

As such, the Developer shall provide for the payment of prevailing wages pursuant to the provisions of NRS 338.010-338.090, inclusive, for any work by the Developer to construct the parking lot contemplated by this Agreement as provided herein to the extent required by finding by the State labor Commissioner or law.

28. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment or transfer.

29. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer or for any obligation of the City under the terms of this Agreement.

30. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section 28. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City:	City of Las Vegas Office of the City Manager 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: Douglas A. Selby, City Manager
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If to the Developer:	Cox Communications Las Vegas, Inc. 1400 Lake Hearn Drive Atlanta, Georgia 30319 (404) 843-5000 Attention: Jeannie Cave
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31. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 20, inclusive, and Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties

with respect to all or any part of the subject matter hereof.

All amendments hereto must be in writing and approved by the City Council and the Developer.

32. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

33. GOVERNING LAW; VENUE

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada. Any claim or cause of action filed based upon the terms and provisions of this Agreement shall only be filed in the Eighth Judicial District Court for the County of Clark or the United States District Court for the State of Nevada.

34. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

35. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to the City, must be approved by the City Council, executed and delivered by the City within sixty (60) days following execution by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. By executing this Agreement and submitting it to the City, the Developer is making an irrevocable offer to enter into this Agreement, which offer shall

continue for the period of time specified above. The effective date of this Agreement shall be the date first above written.

36. **DISCLOSURES.**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit E, all principals, including partners of Developer, as well as all persons and entities holding more than 1% interest in Developer or any principal of Developer. Throughout the term hereof, Developer shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

CITY OF LAS VEGAS ("City")

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

Date of City Council Approval:

Date

APPROVED AS TO FORM:

J. Penticello 7/6/00
Date

COX COMMUNICATIONS LAS VEGAS, INC,
(Developer)

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2004, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

NOTARY PUBLIC, in and for said County and State

My Commission Expires:

STATE OF GEORGIA

ss.

COUNTY OF

This instrument was acknowledged before me, a notary public, on this _____ day of _____, 2004, by _____, as Managing Member/Member of COX COMMUNICATIONS LAS VEGAS, INC.

NOTARY PUBLIC, in and for said County and State

My Commission Expires:

Exhibit A

Legend



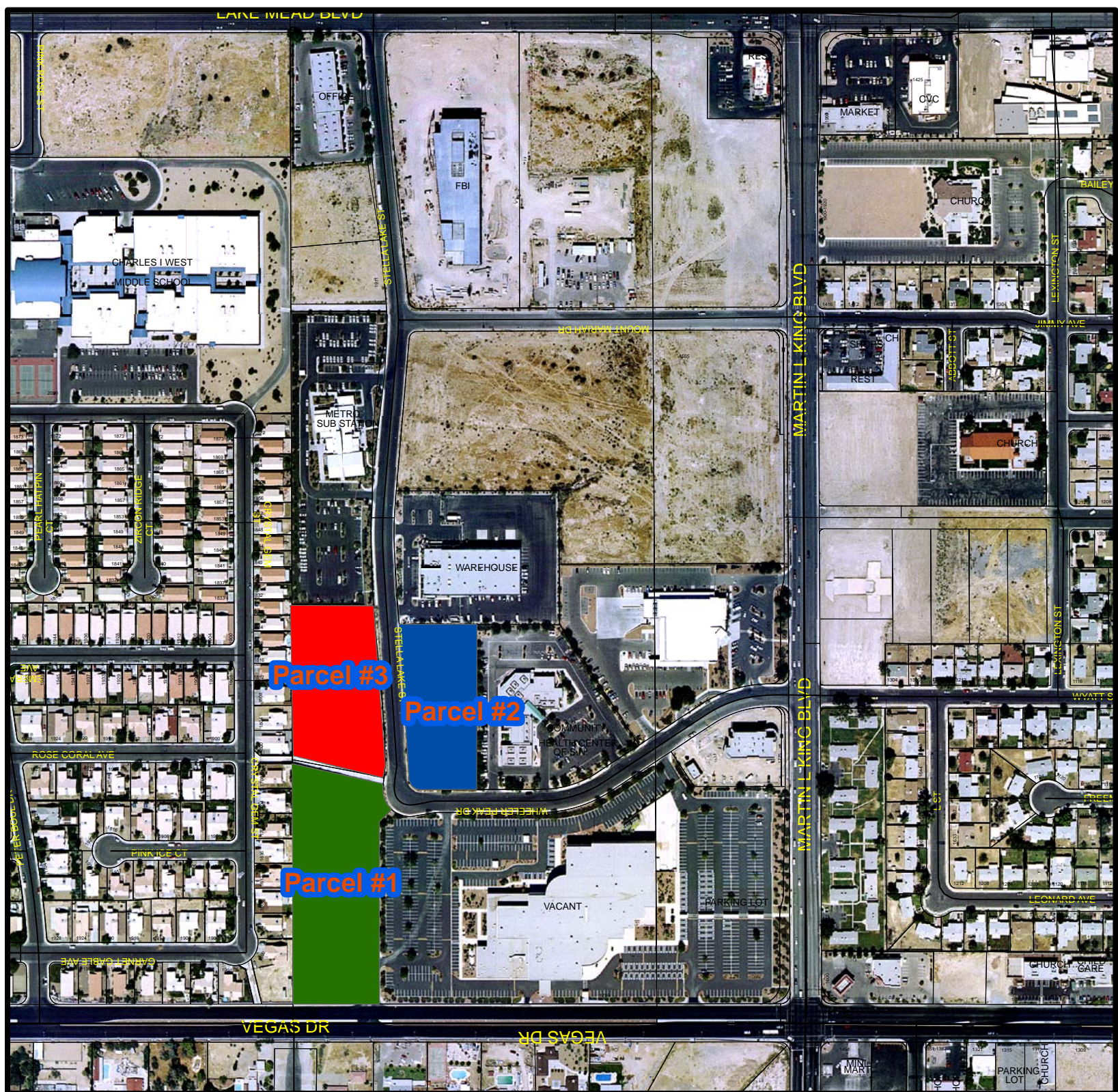
Parcel #1 - 3.23 Acres



Parcel #2 - 1.86 Acres



Parcel #3 - 2.6 Acres



04/24/06



LAS VEGAS ENTERPRISE PARK

A COMMERCIAL SUBDIVISION

BEING A PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER, AND A PORTION OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

11/3/95

Approved as to form:

STATE OF NEVADA }
S.S. }

Date 11-24-95

AS City of Las Vegas OF THE CITY OF LAS VEGAS

2024

1

BOND A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 6 EAST, MERIDIAN 10 WEST, DEUEL COUNTY, NEBRASKA.

[illegible]

This map is for information purposes only and does not represent a survey. No assurances are given as to the accuracy of the information reflected hereon.

L. GRANVILLE M. ROWMAN, A PROFESSIONAL LAND SURVEYOR

THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE DISTANCE OF THE CITY OF LAS VEGAS.

THE LANDS STARTED LE WITH A PORTION OF THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 14, T4N, R10E, S14E. THE SURVEY WAS COMPLETED ON OCTOBER 14, 1900. CAMEL CAME TO THE SURFACE IN THE EASTERN PART OF THE PLAT. THE PLAT WAS RECORDED IN THE PUBLIC LANDS OFFICE IN BUTTE, MONTANA, ON OCTOBER 14, 1900. THE SURVEY WAS COMPLETED ON OCTOBER 14, 1900. CAMEL CAME TO THE SURFACE IN THE EASTERN PART OF THE PLAT. THE PLAT WAS RECORDED IN THE PUBLIC LANDS OFFICE IN BUTTE, MONTANA, ON OCTOBER 14, 1900.

CHANNIE M. BOWMAN, P.S.
NEWADA CENTRAL INC. 312

CERTIFICATE OF CITY SURVEYOR
I, JAMES H. LUMAS, CITY SURVEYOR OF THE CITY OF LAS VEGAS,
COUNTY OF CLARK, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE FINAL SUBDIVISION
MAP FOR LOT 60 AND THEREUPON BEING SATISFIED THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE
REQUIREMENTS OF CHAPTER 209, NRS, I HEREBY CERTIFY THAT SAID MAP IS CORRECT.
JAMES H. LUMAS
City Surveyor
JUL 18 1977
CLERK OF DISTRICT COURT
COUNTY OF CLARK, NEVADA
RECEIVED JUL 18 1977
CLERK OF DISTRICT COURT
COUNTY OF CLARK, NEVADA

DISTRICT BOARD OF HEALTH CERTIFICATE

This final map is approved by the CLARK COUNTY DISTRICT BOARD OF HEALTH, THIS APPROVAL CONCERNING SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND CONCENTRATED URBAN PLANS FOR A PUBLIC WATER SUPPLY AND COMMUNITY STORAGE FOR DISPOSAL OF SEWAGE.

Richard B. Smith

11-8
DISTRICT BOARD OF HEALTH - EDWARD J. MALKO

DIVISION OF WATER RESOURCES CERTIFICA
THIS PERMIT IS APPROVED BY THE DIVISION OF WATER RESOUR
OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOUR
CONCERNING WATER QUALITY SUBJECT TO THE REVIEW OF
ADMINISTRATIVE OF FILE IN THIS OFFICE.

[Signature]

11/12

DIVISION OF WATER RESOURCES, Conservation and Development

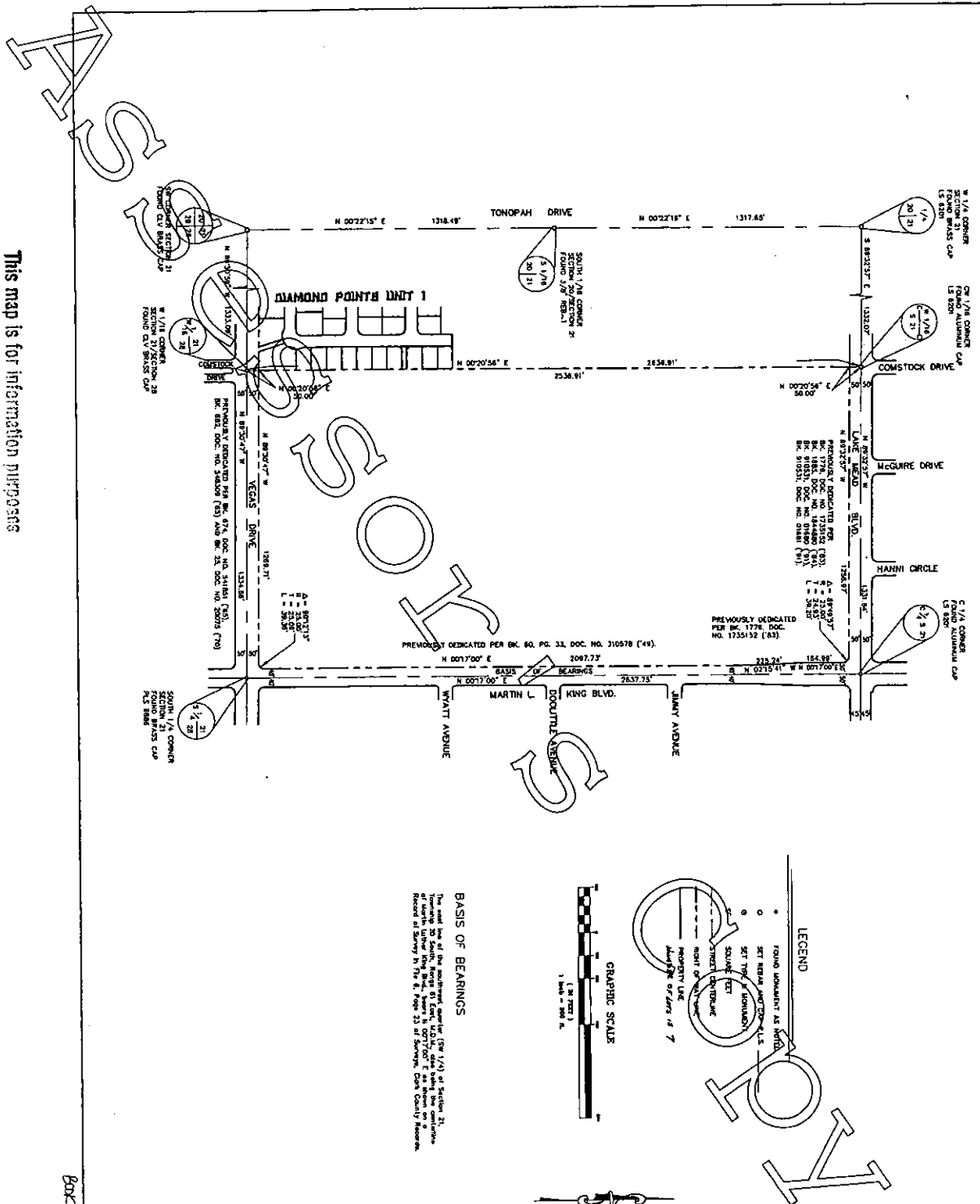
CERTIFICATE OF PLANNING COMMISSION /
OF PLANNING AND DEVELOPMENT
APPROVAL:

[illegible]

COUNTY RECORDER'S NOTE

NO. C1280
FILED AT THE REQUEST OF:
THE CITY OF LAS VEGAS
DATED 11-30-95 AT 11:11 AM
1995 70 PAGE 58
OF PAGES
OFFICIAL RECORD BOOK NO. 501250
CLARK COUNTY, NEVADA RECORDS
ADMIN. A. VANDERL, RECORDER
FILE # 3745 COUNTY N.C.

LAS VEGAS ENTERPRISE PARK

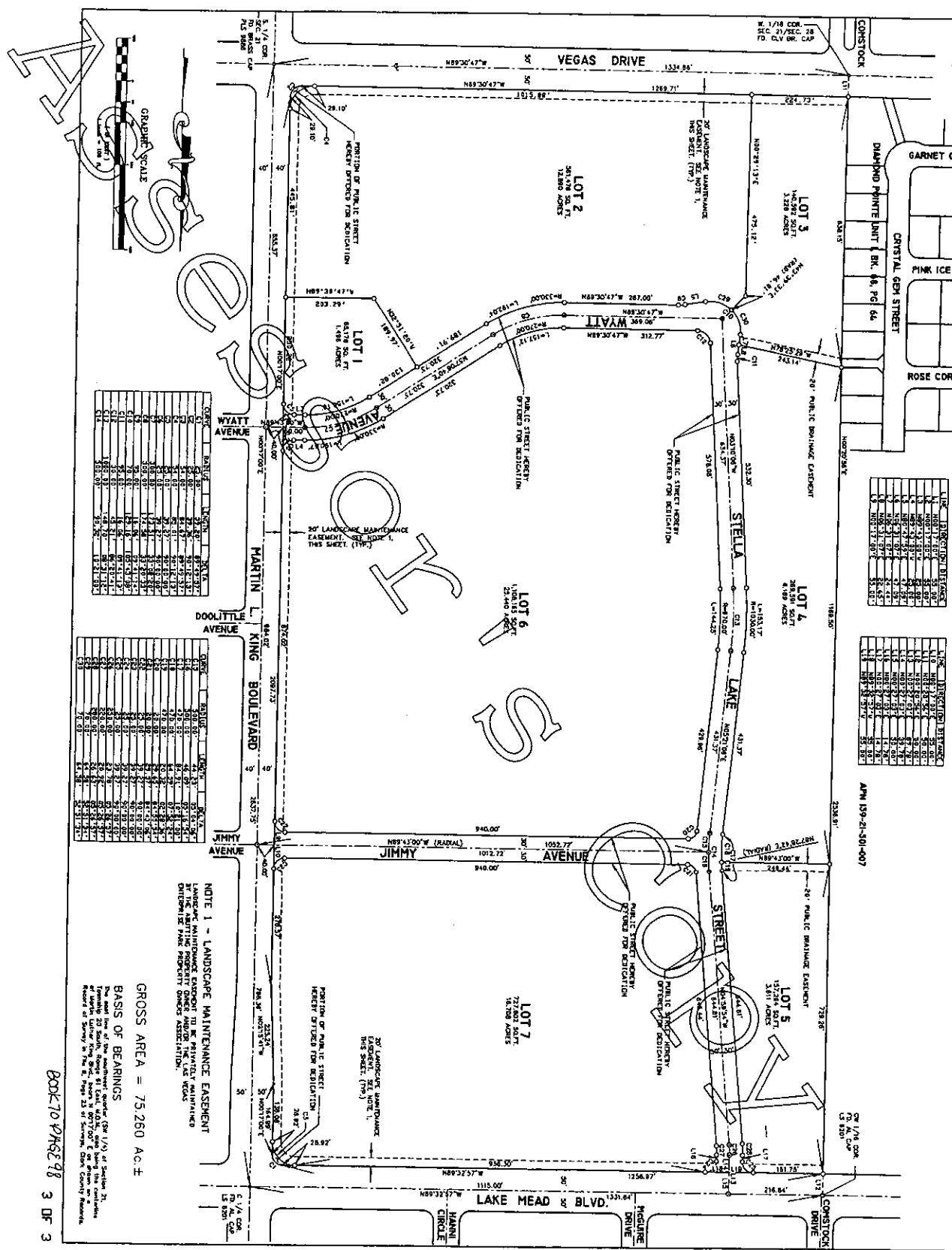


This map is for information purposes only and does not represent a survey. No assurances are given as to the accuracy of the information reflected hereon.

951130

01280

LAS VEGAS ENTERPRISE PARK



LINE INTERSECTION BEARINGS

LINE	BEARING	DISTANCE
1	N 89° 17' 12" E	50.00
2	N 89° 17' 12" E	50.00
3	N 89° 17' 12" E	50.00
4	N 89° 17' 12" E	50.00
5	N 89° 17' 12" E	50.00
6	N 89° 17' 12" E	50.00
7	N 89° 17' 12" E	50.00
8	N 89° 17' 12" E	50.00
9	N 89° 17' 12" E	50.00
10	N 89° 17' 12" E	50.00
11	N 89° 17' 12" E	50.00
12	N 89° 17' 12" E	50.00
13	N 89° 17' 12" E	50.00
14	N 89° 17' 12" E	50.00
15	N 89° 17' 12" E	50.00
16	N 89° 17' 12" E	50.00
17	N 89° 17' 12" E	50.00
18	N 89° 17' 12" E	50.00
19	N 89° 17' 12" E	50.00
20	N 89° 17' 12" E	50.00

LINE INTERSECTION BEARINGS

LINE	BEARING	DISTANCE
1	N 89° 17' 12" E	50.00
2	N 89° 17' 12" E	50.00
3	N 89° 17' 12" E	50.00
4	N 89° 17' 12" E	50.00
5	N 89° 17' 12" E	50.00
6	N 89° 17' 12" E	50.00
7	N 89° 17' 12" E	50.00
8	N 89° 17' 12" E	50.00
9	N 89° 17' 12" E	50.00
10	N 89° 17' 12" E	50.00
11	N 89° 17' 12" E	50.00
12	N 89° 17' 12" E	50.00
13	N 89° 17' 12" E	50.00
14	N 89° 17' 12" E	50.00
15	N 89° 17' 12" E	50.00
16	N 89° 17' 12" E	50.00
17	N 89° 17' 12" E	50.00
18	N 89° 17' 12" E	50.00
19	N 89° 17' 12" E	50.00
20	N 89° 17' 12" E	50.00

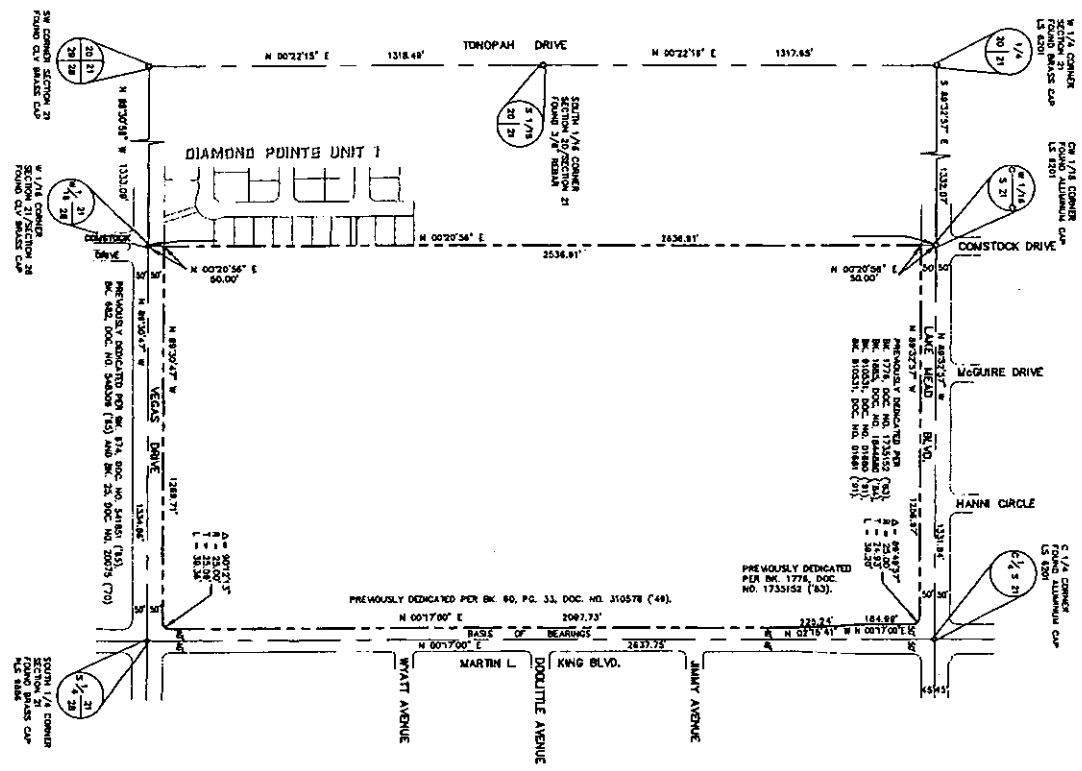
APN 59-21-50-007

NOTE 1 - LANDSCAPE MAINTENANCE EASEMENT
LANDSCAPE MAINTENANCE EASEMENT (SEE NOTE 1)
BY THE SPLITTING PROPERTY OWNER, AND/OR THE LAND OWNER
OUTSIDE THE PARK PROPERTY OWNER'S ASSOCIATION.

GROSS AREA = 75,260 AC.±
BASIS OF BEARINGS
The basis of bearings is the meridian of the 1983 NAD 83 datum, as shown on the map of Nevada, U.S. Department of the Interior, Bureau of Land Management, Office of Survey, in the 1983 NAD 83 of Nevada, Clark County Records.

This map is for information purposes only and does not represent a survey. No representations are given as to the accuracy of the information reflected hereon.

AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK



LEGEND

- FOUND WORKMAN AS NOTED
- SET REBAR AND CAP P.L.S. 5/1/77
- SET TYPE B WORKMAN
- SQUARE FOOT
- STREET CONTINUATION
- RIGHT OF WAY LINE
- PROPERTY LINE
- Handwritten and Survey 10 7

GRAPHIC SCALE



BASIS OF BEARINGS

The south line of the southeast quarter (SW 1/4) of Section 21, Township 20 South, Range 11 East, Meridian 11 West, is used as the basis of bearings for all lines shown on this map. The survey was conducted by the Nevada State Survey Department, and the bearings are given in degrees, minutes, and seconds.

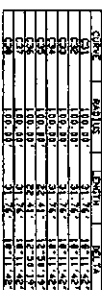
This map is for information purposes only and does not represent a survey. No assurances are given as to the accuracy of the information reflected hereon.

AMENDED MAP FOR

GROSS AREA = 75.260 AC.±

BASIS OF BEARINGS

The east line of the southeast quarter (SE 1/4) of Section 21, Township 20 South, Range 81 East, 142nd Meridian being the eastern line of North Luther King Blvd., bears N 00°17'00" E as shown on a Record of Survey in File 8, Page 23 of Stearns, Clark County Records.



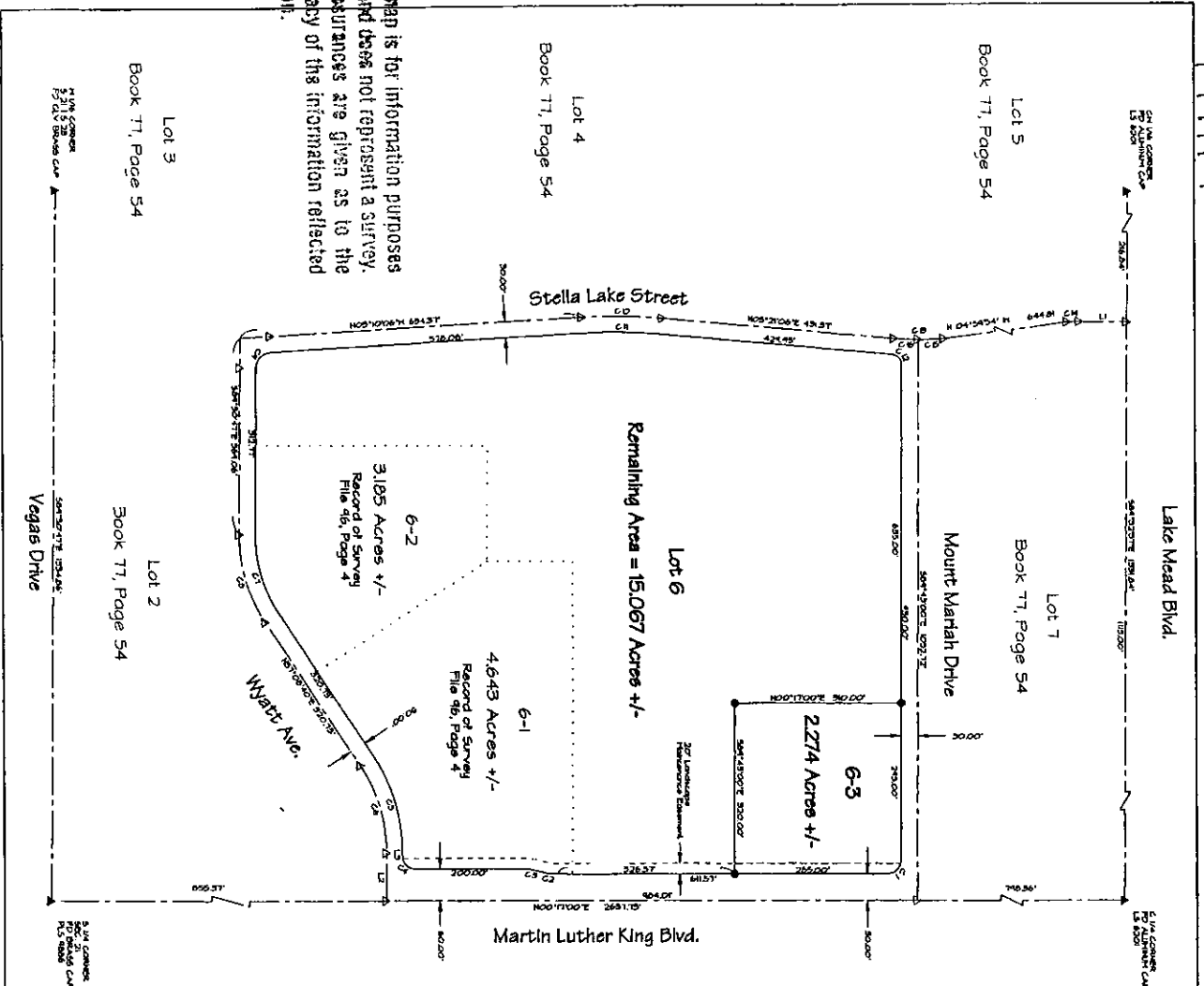
BOOK 77 PAGE 53 OF 3

AMENDED MAP FOR LAS
VEGAS ENTERPRISE PARK
BOOK 70, PAGE 9B
OF PLATS

This map is for information purposes only and does not represent a survey. No assurances are given as to the accuracy of the information reflected hereon.

99117

00496



Lake Mead Blvd.

Book 77, Page 54

Mount Mariah Drive

2.274 Acres +/-

Lot 6

Remaining Area = 15.067 Acres +/-

Martin Luther King Blvd.

3.105 Acres +/-

Wyatt Ave.

Book 77, Page 54

Vegas Drive

Am: 115: Lot 6 at 11/54

SURVEYOR'S CERTIFICATE

I, **John H. Lanning**, Professional Land Surveyor, Licensed in the State of Nevada, hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same is in accordance with the laws and regulations of the State of Nevada, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same is in accordance with the laws and regulations of the State of Nevada.

John H. Lanning
Professional Land Surveyor
Nevada Certificate No. 3004

BASIS OF BEARINGS

The basis of bearings for this survey is the true north line, as shown on the map, and the bearings are given in degrees, minutes and seconds, and the distances are given in feet and inches.

NOTE

The purpose of this note is to provide information regarding the survey, and to state that the survey is in accordance with the laws and regulations of the State of Nevada, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same is in accordance with the laws and regulations of the State of Nevada.

LEGEND

- Lot 6, 1 Acre, Cop. P.S. 3004
- ▲ Federal monument or school
- △ Other distances noted
- Contour line
- Boundary

RECORDERS NOTE

Any mistakes or errors in this map should be corrected and the map should be resubmitted to the County Recorder's Office for recording.

DATE	DESCRIPTION	AMOUNT
11/15/54	Lot 6, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 7, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 8, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 9, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 10, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 11, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 12, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 13, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 14, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 15, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 16, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 17, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 18, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 19, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 20, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 21, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 22, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 23, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 24, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 25, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 26, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 27, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 28, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 29, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 30, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 31, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 32, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 33, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 34, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 35, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 36, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 37, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 38, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 39, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 40, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 41, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 42, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 43, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 44, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 45, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 46, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 47, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 48, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 49, 1 Acre, Cop. P.S. 3004	1.00
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11/15/54	Lot 52, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 53, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 54, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 55, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 56, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 57, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 58, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 59, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 60, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 61, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 62, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 63, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 64, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 65, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 66, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 67, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 68, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 69, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 70, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 71, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 72, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 73, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 74, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 75, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 76, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 77, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 78, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 79, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 80, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 81, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 82, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 83, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 84, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 85, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 86, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 87, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 88, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 89, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 90, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 91, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 92, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 93, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 94, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 95, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 96, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 97, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 98, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 99, 1 Acre, Cop. P.S. 3004	1.00
11/15/54	Lot 100, 1 Acre, Cop. P.S. 3004	1.00

SHEET 1 OF 1

RECORD OF SURVEY
CITY OF LAS VEGAS
LOT 6
LAS VEGAS ENTERPRISE PARK
BOOK 77, PAGE 54
SECTION 17, T. 36 N., R. 2E., S. 4E.
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DATE OF SURVEY
11/15/54

FILE NO.
100

FILE NAME
ENTERPRISE PARK

RECORDING OFFICE
CLARK COUNTY, NEVADA

RECORDED
11/15/54

FILE NO.
100

FILE NAME
ENTERPRISE PARK

FILE 105 PAGE 003

ROS 105-13-00



NEVADA TITLE COMPANY
2500 North Buffalo, Suite # 150
Las Vegas, Nevada 89128
(702) 251-5000

ATTENTION: Kristin Ravelo

May 11, 2006

Your Number

Order Number: 06-05-0358-KR

Dated as of April 25, 2006 at 7:30 a.m.

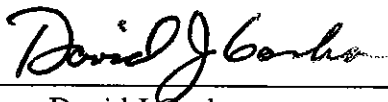
In response to the above referenced application for a policy of title insurance, **Nevada Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the exclusions from coverage document attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the exclusions from coverage. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referenced to below and the exceptions and exclusions set forth in the exclusions from coverage of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Title Officer: David J Gorka

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS SCHEDULE COVERED BY THIS REPORT IS:

A Fee

Title to said estate or interest at the date hereof is vested in:

City of Las Vegas, a Municipal corporation,

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION:

The form of Policy of Title Insurance contemplated by this report is:

- () California Land Title Association Standard Owner's/Lenders
- () American Land Title Association Lender's Policy
- () American Land Title Association Owners Policy
- () Preferred Homeowners Policy

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

LOT 3 OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 70 OF PLATS, PAGE 98 AND AMENDED IN BOOK 77 OF PLATS, PAGE 54 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

A PORTION OF LOT 4 OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 70 OF PLATS, PAGE 98 AND AMENDED IN BOOK 77 OF PLATS, PAGE 54 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PRIOR TO THE CLOSE OF ESCROW, WE WILL REQUIRE A METES AND BOUND LEGAL DESCRIPTION FROM A LICENSED SURVEYOR TO BE INSURED HEREIN.

PARCEL III:

A PORTION OF LOT 6 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 70 OF PLATS, PAGE 98 AND AMENDED IN BOOK 77 OF PLATS, PAGE 54 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PRIOR TO THE CLOSE OF ESCROW, WE WILL REQUIRE A METES AND BOUND LEGAL DESCRIPTION FROM A LICENSED SURVEYOR TO BE INSURED HEREIN.

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1) State and County Taxes for the fiscal period of 2005 to 2006 are exempt.

Parcel No. 139-21-416-004, 139-21-416-005, 139-21-416-012

- 2) Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
- 3) The herein described property lies within the boundaries of CLARK COUNTY WATER RECLAMATION DISTRICT and may be subject to all assessments and obligation thereof.
- 4) Mineral rights, reservations, easements and exclusions in the patent conveying said land.
- 5) Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 70 of Plats, Page 98 and as amended in Book 77 of Plats, Page 54, of Official Records.
- 6) The effect of the following Record of Survey filed in File 105 of Surveys at Page 73, recorded November 17, 1999, in Book 991117, as Document No. 000496 of Official Records.

Affects Parcel III

- 7) The effect of the following Record of Survey filed in File 114 of Surveys at Page 25, recorded January 31, 2001, in Book 20010131, as Document No. 02468 of Official Records.

Affects Parcel I

- 8) An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded August 24, 2001, in Book 20010824 as Document No. 01091 of Official Records.

Affects Parcel II

- 9) The effect of the following Record of Survey filed in File 116 of Surveys at Page 32, recorded June 1, 2001, in Book 20010601, as Document No. 01338 of Official Records.

Affects Parcel II

- 10) Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.
- 11) There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- 12) Water rights, claims or title to water, whether or not shown by the public records.
- 13) Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.

- 14) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 15) Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
- 16) Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 1999.

17) NOTE: Information in possession of this company indicates that a division of land is contemplated in the current transaction involving the land described in this report. Such contemplated division of land would appear to fall within the purview of the Subdivision Map Act and at least one of the following requirements must be accomplished:

(1) That a subdivision map has been recorded in compliance with the Subdivision Map Act or related local ordinances;

(2) That a parcel map has been recorded in compliance with the Subdivision Map Act or related local ordinances; or

(3) That a Waiver or other satisfactory evidence indicating compliance or nonviolation be furnished.

18) The requirement that the Corporation shown as THE CITY OF LAS VEGAS be in good standing with the Secretary of State, in the State of its incorporation, and a Corporate Resolution be submitted to this Company prior to the issuance of a Policy of Title Insurance.

19) REQUIREMENT: In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

20) Please provide the name(s) of the prospective purchaser(s) to the Title Department at least one week prior to the close of escrow so that we may complete this report. Additional requirements may be made at that time.

NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

TAX INFORMATION:

2005-2006

Tax District:	207
Tax Rate:	3.2812
Parcel No.:	139-21-416-004
Real Estate:	\$246,223.00
Improvements:	\$0.00
Assessed Valuation:	\$246,223.00
Acreage Assessed:	3.23

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

AFFECTS PARCEL I

TAX INFORMATION:

2005-2006

Tax District:	207
Tax Rate:	3.2812
Parcel No.:	139-21-416-005
Real Estate:	\$471,863.00
Improvements:	\$951,860.00
Assessed Valuation:	\$1,423,723.00
Acreage Assessed:	6.19

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

AFFECTS PARCEL II

TAX INFORMATION:

2005-2006

Tax District:	207
Tax Rate:	3.2812
Parcel No.:	139-21-416-012
Real Estate:	\$141,787.00
Improvements:	\$0.00
Assessed Valuation:	\$141,787.00
Acreage Assessed:	1.86

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

AFFECTS PARCEL III

COUNTY RECORDER REQUIREMENTS

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. If you want a full page explanation of our privacy policy, or if you have questions, please contact us.

NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data indicated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

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USE THIS STATEMENT WHEN MAP REDUCED FROM 1117 ORIGINAL

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

Parcel Number

100

Parcel Sub/Sec Number

202

Plat Recording Number

22-15

Block Number

5

Lot Number

5

City Lot Number

5

Parcel Boundary

Parcel Boundary

Sub Boundary

Road Easement

PA/LD Boundary

Non-Parcel Lot Line

Match Line / Leader Line

Scale: 1"=200'

Rev: 01/24/06

1205 R61E

21

N 2 SW 4

139-21-3

Map showing parcels 301, 313, 314, 207, 204, 200, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

TAX DIST 200,204,207

NOTES

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USE THIS SCALE (FEET) WHEN MAP REQUESTED FROM THIS ORIGINAL

MAP LEGEND

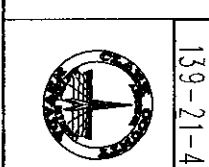
- 35 AVERAGE VALUE
- PARCEL BOUNDARY
- SUBD BOUNDARY
- ROAD EASEMENT
- PAID/LOAN BOUNDARY
- NON-PARCEL LOT LINE
- MATCH LINE / LEADER LINE
- ROAD ID NUMBER

202 PARCEL SUB/SD NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
655 GOV. LOT NUMBER

REF	REF	REF
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104	105	106
107	108	109
110	111	112
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ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

T20S R6E

21

S 2 SW 4

139-21-4

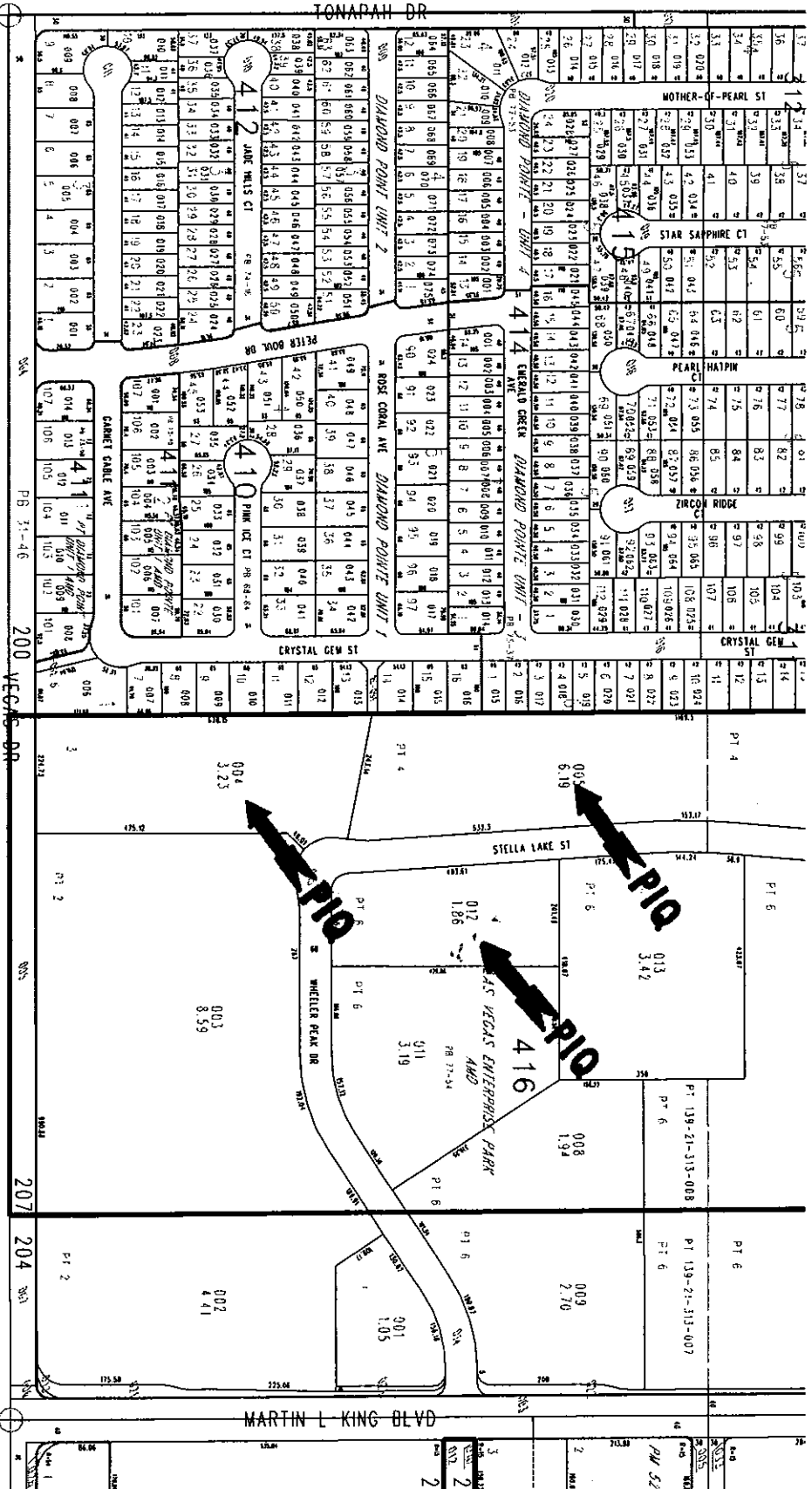


EXHIBIT 1 (REV. 6/2/98)
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. A. ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (1) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (2) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREFTER ERECTED ON THE LAND; (3) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (4) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- B. ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS;
 - A. WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - B. NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - C. RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - D. ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - E. RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART I

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

CALIFORNIA LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
AMERICAN LAND TITLE ASSOCIATION
HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING

- C. LAND USE
- D. IMPROVEMENTS ON THE LAND
- E. LAND DIVISION
- F. ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17 OR 24.

2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE – THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LIMITATIONS ON COVERED RISKS

YOUR INSURANCE FOR THE FOLLOWING COVERED RISKS IS LIMITED ON THE OWNER'S COVERAGE STATEMENT AS FOLLOWS:

FOR COVERED RISK 14, 15, 16 AND 18, YOUR DEDUCTIBLE AMOUNT AND OUR MAXIMUM DOLLAR LIMIT OF LIABILITY SHOWN IN SCHEDULE A.

THE DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS SHOWN ON SCHEDULE A ARE AS FOLLOWS:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6/1/87)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - LAND USE
 - IMPROVEMENTS ON THE LAND
 - LAND DIVISION
 - ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
 - THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING
3. TITLE RISKS:
 - THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
 - THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE – UNLESS THEY APPEARED IN THE PUBLIC RECORDS
 - THAT RESULT IN NO LOSS TO YOU
 - THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE – THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS
4. FAILURE TO PAY VALUE FOR YOUR TITLE.
5. LACK OF A RIGHT:
 - TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE AOR
 - IN STREETS, ALLEYS OR WATERWAYS THAT TOUCH YOUR LAND.THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

EXHIBIT “C”

APNs: 139-21-416-004
139-21-416-005
139-21-416-012

RPTT: _____

Recording Requested by:
City of Las Vegas, Nevada
After recordation, mail to:
City of Las Vegas
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the “Grantor”), hereby grants, bargains and sells to COX COMMUNICATIONS LAS VEGAS, INC, (herein the “Grantee”) all right, title, and interest in the real property (the “Property”) legally described in the document attached hereto as Attachment “A” and incorporated herein by this reference, which Property is also known as APNS: 139-21-416-004 & 139-21-416-005 & 139-21-416-012.

- . 1. The Property is conveyed pursuant to an agreement for purchase and sale (“the Agreement”) of the Property, entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.
2. The Agreement provides, among other things, that Grantee’s use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee’s failure to perform thereunder may result in Grantor’s exercising its rights to enforce a lien as set forth in Section 25 of said Agreement.
3. The absence from this Deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions, and obligations.
4. The conditions set forth in the foregoing paragraphs shall remain in effect for a period of five years from the recordation of this deed in the Official Records, Clark County, Nevada Recorder’s Office, and shall automatically expire at the end of such five year period unless the Grantee fails to comply with the terms of the Agreement, in which case shall remain in full force and effect until satisfied.

5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record, and subject to the Notice of Lien recorded herewith.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2006.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

("GRANTOR")

ATTEST:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

Deputy City Attorney Date

ACCEPTANCE

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

COX COMMUNICATIONS LAS VEGAS, INC

By
Its

By _____

"GRANTEE"

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2004, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2006, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

EXHIBIT D

APNs: 139-21-416-004
139-21-416-005
139-21-416-012

When recorded mail to:
City of Las Vegas
Office of Business Development
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101

NOTICE OF LIEN

The CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and COX COMMUNICATIONS LAS VEGAS, INC, (hereinafter the "Developer") hereby give notice that the City and Developer entered into that certain Real Property Purchase And Sale Agreement dated _____, 2006 (the "Agreement") whereby the Developer purchased the property described in Exhibit A (the "Property") hereto from the City, and that pursuant to said Agreement, the City has a lien against said property to secure the payment of \$4,020,000 to the City in the event the Developer violates any of the provisions of said Agreement within 5 years following the close of escrow conveying the Property to the Developer. The lien runs with and binds the land and the owner thereof to the City to secure the payment of said amount. A copy of the Agreement may be obtained from the City at the above address.

THE CITY OF LAS VEGAS

BY: _____
DOUGLAS SELBY
CITY MANAGER

Douglas Selby, known to me to be the City Manager of the City of Las Vegas, a municipal corporation of the State of Nevada, personally appeared before me this _____ day of _____, 2006 and acknowledged that he executed the foregoing instrument in his capacity as City Manager.

Notary Public

COX COMMUNICATIONS LAS VEGAS, INC

BY: _____

_____, known to me to be the _____ of Cox Comm., Inc, personally appeared before me this _____ day of _____, 2006 and acknowledged that he executed the foregoing instrument in his capacity as _____.

Notary Public

Disclosure of Principals

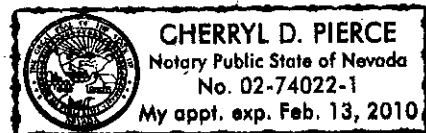
The principals and partners of Cox Communications Las Vegas, Inc. and all persons and entities holding more than 1% interest in Cox Communications Las Vegas, or any principal of Cox Communications Las Vegas, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. CP Nevada, LLC	1400 Lake Hearn Drive Atlanta, GA 30319	404-843-5000
2. Cox Nevada Telcom, LLC	1400 Lake Hearn Drive Atlanta, GA 30319	404-843-5000
3. PrimeTel of Nevada	1400 Lake Hearn Drive Atlanta, GA 30319	404-843-5000
4. Hospitality Network, Inc.	1400 Lake Hearn Drive Atlanta, GA 30319	404-843-5000
5. d/b/a Cox Business Services	121 S. Martin Luther King Blvd. Las Vegas, NV 89106	702-384-8084

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Leo Brennan
Its: Regional VP & General Mgr

Subscribed and sworn to before me this
16th day of July, 2006.
Cherryl D. Pierce
Notary Public



COX COMMUNICATIONS LAS VEGAS INC

Officers/Directors/Management

Preston B. Barnett
Vice President

David A. Blau
Vice President and General Manager
Hospital Network and Cox Business Services

Leo W. Brennan
Regional Vice President - General Manager
Vice President

Susan W. Coker
Treasurer

Tina S. Denicole
Vice President - Business Operations

John M. Dyer
Director
Vice President

Patrick J. Esser
Director
President

Mark K. Gangeness
Vice President - Information Technology

James A. Hatcher
Director

Daniel R. Henson
Vice President - Customer Operations

Williard L. Lundstrom
Vice President - Network Operations

Andrew A. Merdek
Secretary

Jeff L. Roberts
Vice President - Field Services

Steve G. Schorr
Vice President - Public & Government Affairs

Henry J. Schwab
Vice President - Network Development

Andrew Simon
Vice President - Business Development and Marketing
Vice President - Sales and Marketing

Shauna J. Sullivan
Assistant Secretary

Vicki M. Wenger
Vice President - Human Resources

Mark S. Williams
Vice President